

AG Contract No. KR03-0029TRN
ADOT ECS File No. JPA 02-171
Project: I 019-A-503
TRACS No. H5935 01C
Section: Tubac State Park Improvements
Item No.: 16002

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
THE STATE OF ARIZONA
PARKS BOARD

THIS AGREEMENT is entered into 6-4-03, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("ADOT") and the ARIZONA STATE PARKS BOARD, acting by and through its EXECUTIVE DIRECTOR (the "State Parks Board").

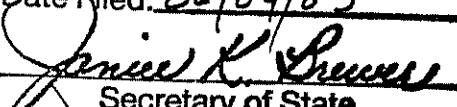
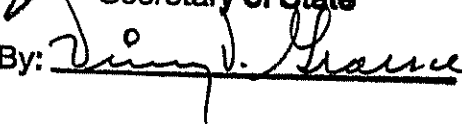
I. RECITALS

1 The ADOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The State Parks Board is empowered by Arizona Revised Statutes Section 41-511.05(2)(7), to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the State Parks Board by board action on November 18, 1999.

3 The ADOT and the State Parks Board desire to participate in the reconstruction of existing Park roads and parking areas at Tubac State Park in an amount estimated at \$145,000.00, hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The parties hereto agree that the ADOT shall be the lead agency for the Project

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows.

NO. 26033
Filed with the Secretary of State
Date Filed: 06/04/03

Secretary of State
By: 

II. SCOPE OF WORK

1. The ADOT will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Submit to the State Parks Board and incorporate or resolve State Parks Board review comments within 15 days of receipt.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s).

c. Be responsible for the cost of the Project in an amount estimated at \$145,000.00. Be responsible for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the ADOT.

d. Upon completion, approve and accept the Project on behalf of the parties hereto. The estimated completion date is set for October 15, 2003.

2. The State Parks Board will:

a. Review the design documents and provide written comments to the ADOT and return within 15 days of receipt.

b. Be responsible for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State Parks Board.

c. Upon completion and acceptance of the Project by the ADOT, be responsible for providing roadway maintenance, roadway striping, maintenance of traffic signs, within the Tubac State Park all at the State Parks Board expense.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. **Non-Discrimination** The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

4. **Non-Availability of Funds** Every payment obligation of ADOT and State Parks Board under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such

obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT and State Parks Board at the end of the period for which the funds are available. No liability shall accrue to ADOT and State Parks Board in the event this provision is exercised, and ADOT and State Parks Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

8. All contractual notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
(FAX) 602-712-7424

Arizona State Parks Board
Diane Gray, Contracts Manager
1300 W. Washington Street
Phoenix, Arizona 85007

9. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
Arizona State Parks Board

By 
KEN TRAVOUS
Executive Director

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

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APPROVED


Assistant Attorney General
Attorney for Department
of Transportation

Date 5-28-03